

*(ea plan)*

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

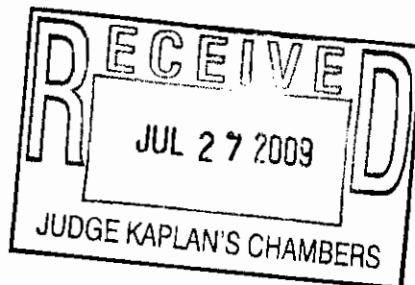
DEUTSCHE BANK TRUST COMPANY  
AMERICAS, as Trustee and Securities  
Intermediary,

Plaintiff,

- against -

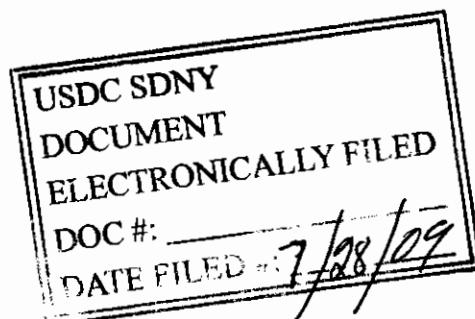
LACROSSE FINANCIAL PRODUCTS, LLC,  
CEDE & CO., as Holder of certain Secured  
Notes and nominee name of the Depository  
Trust Company, AURELIUS CAPITAL  
PARTNERS, LP, AURELIUS CAPITAL  
MASTER, LTD., THE BANK OF N.T.  
BUTTERFIELD & SON LIMITED, CLASS V  
FUNDING II LTD., CLIFTON I CDO  
LIMITED, DRESDNER KLEINWORT (a.k.a.  
DRESDNER KLEINWORT LIMITED), IXIS  
ABS CDO 3 LTD., LOGAN CDO III  
LIMITED, MAGNETAR CONSTELLATION  
MASTER FUND, LTD., MAGNETAR  
CONSTELLATION MASTER FUND III,  
LTD., MAGNETAR CONSTELLATION  
FUND II, LTD., PALMER SQUARE 3  
LIMITED, PASA FUNDING 2007-1, LTD.,  
REVELSTOKE CDO I LTD., SILVER ELMS  
CDO plc, UBS ABSOLUTE RETURN BOND  
FUND, a fund of UBS Funds, Inc., UBS  
GLOBAL BOND FUND, a fund of UBS  
Funds, Inc., ZAIS OPPORTUNITY MASTER  
FUND, LTD, and DOES 1 through 100,  
owners of beneficial interests in the Secured  
Notes,

Defendants.



Case No.: 1:08 CV 0955 (LAK)

ECF CASE



**STIPULATION OF DISMISSAL OF PARTIES**

IT IS HEREBY STIPULATED AND AGREED, by and among Interpleader Plaintiff Deutsche Bank Trust Company Americas and Interpleader Defendants Bank of America,

N.A. ("BoA"); Revelstoke CDO I Limited ("Revelstoke"); UBS Absolute Return Bond Fund ("UBS Absolute"); and UBS Global Bond Fund ("UBS Global," and collectively with BoA, Revelstoke, and UBS Absolute, the "Noteholder Parties"), pursuant to Rule 41(a)(2) of the Federal Rules of Civil Procedure (the "Federal Rules") and Rule 77.1(a) of the Local Civil Rules for the United States District Court for the Southern District of New York, through their undersigned attorneys of record, as follows:

1. Each Noteholder Party hereby withdraws its opposition, if any, to the Motion by Interpleader Defendant LaCrosse Financial Products, LLC for Judgment on the Pleadings (Docket No. 93), filed with the Court on March 23, 2009.
2. Any and all of the claims of each Noteholder Party to the Disputed Funds in the Interpleader Escrow are hereby withdrawn and dismissed without prejudice, with each Noteholder Party bearing its own costs.<sup>1</sup>
3. Upon the Court's "so ordering" of this Stipulation, each Noteholder Party is dismissed without prejudice from this action pursuant to Rule 41(a)(1) of the Federal Rules.
4. No further notice of this Stipulation to any person is required.

Dated: New York, New York  
June \_\_, 2009

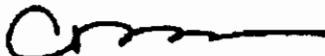
---

<sup>1</sup> All capitalized terms used but not defined herein have the same meanings given to such terms in the Amended Interpleader Complaint, dated November 5, 2008 (Docket No. 70). "Disputed Funds" refers to Interest Proceeds and Principal Proceeds as those terms are defined in the Indenture.

**STIPULATED & AGREED:**

**NIXON PEABODY LLP**

By:

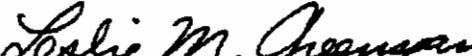
  
Christopher M. Mason (CM-7146)

437 Madison Avenue  
New York, New York 10022  
Telephone: (212) 940-3000  
Facsimile: (866) 947-2229  
cmason@nixonpeabody.com

*Counsel for Interpleader Plaintiff  
Deutsche Bank Trust Company  
Americas*

**STRADLEY, RONON, STEVENS &  
YOUNG, LLP**

By:

  
Leslie M. Greenspan (pro hac vice)

2600 One Commerce Square  
Philadelphia, Pennsylvania 19103  
Telephone: (215) 564-8022  
Facsimile: (215) 564-8120  
lgreenspan@stradley.com

*Counsel for Interpleader Defendants  
Bank of America, N.A., Revelstoke CDO I  
Limited, UBS Absolute Return Bond Fund  
and UBS Global Bond Fund*

SO ORDERED this 27 day of  
July, 2009

  
Honorable Lewis A. Kaplan  
United States District Judge